



RESTRICT 2009040770

3 PGS

Zoning Case No. C14-2008-0217

AUSTIN CITY CLERK

POSTING: DATE/TIME

2009 APR 8 AM 8 37

RESTRICTIVE COVENANT

OWNER: Randall L. Smitheal Family Trust

ADDRESS: 16807 Trail of the Woods, Austin, Texas 78734-1157

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 1-A, Resubdivision of Lot 1 of a Resubdivision of a portion of R.A. Nowlin's Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 47, Page 35, of the Plat Records of Travis County, Texas.

WHEREAS, the Owner of the Property and the City of Austin has agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. Except as set forth in Subpart c of this Paragraph No. 1, hours of operation for a business located on the Property are limited to:
 - a. between 6:00 a.m. and 8:00 p.m., Monday through Saturday; and,
 - b. between 12:00 p.m. and 7:00 p.m., on Sunday.
 - c. Business operations may not be conducted on more than six Sundays in a calendar year.
2. Construction activities are permitted only between 8:00 a.m and 7:00 p.m., Monday through Friday.
3. Exterior lighting fixtures may not exceed a height of 20 feet. All exterior lighting must be full cut-off fixtures and be hooded or shielded so that the light source is not directly visible from adjacent properties.
4. The installation and use of exterior loudspeakers is prohibited.
5. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
6. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
7. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

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8. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 27th day of FEB, 2009.

OWNER:

Randall L. Smitheal Family Trust

By: Randall L. Smitheal
Randall L. Smitheal, Trustee

APPROVED AS TO FORM:

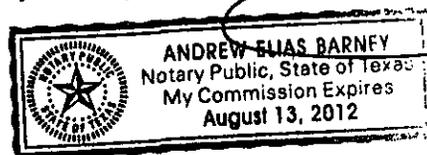
Christy Thomas
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 'the 27 day of FEB, 2009, by Randall L. Smitheal, as Trustee, of the Randall L. Smitheal Family Trust.

Andrew Barney
Notary Public, State of Texas



After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767
Attention: Diana Minter, Legal Assistant

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Mar 16 11:07 AM 2009040770

FERGUSONLL \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS